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SURFACE TRANSPORTATION BOARD

**TRUST INDENTURE SUPPLEMENT NO. 1  
(GATC Trust No. 93-1C)**

This Indenture Supplement No. 1 (GATC Trust No. 93-1C), dated July 29, 1993 (this "*Indenture Supplement*"), of Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under Trust Agreement (GATC Trust No. 93-1C), dated as of July 21, 1993 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and First Security Bank of Chicago, N.A., a national banking association, as Owner Participant;

**WITNESSETH:**

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 93-1C) dated as of July 21, 1993 (the "*Indenture*"), between the Owner Trustee and The First National Bank of Chicago as Indenture Trustee (the "*Indenture Trustee*"), provides for execution and delivery of Indenture Supplements thereto substantially in the form hereof and shall particularly describe the Equipment, by having attached thereto a copy of the Indenture Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee;

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof; and

WHEREAS, an executed counterpart of the Indenture is attached to this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal (and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or about the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and conveyed over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property

hereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,  
not in its individual capacity,  
but solely as Owner Trustee

By:                     DGM                      
Name: Donald G. MacKelcan  
Title: Executive Vice President

State of Delaware )  
County of New Castle ) SS

On this 21 day of July, 1993, before me personally appeared Donald G. Markel, to me personally known, who being by me duly sworn, say that he is Financial Services Officer of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]  
My commission expires:

*Sharon M. Brendle*  
SHARON M. BRENDLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 10, 1993

[CONFORMED COPY]

**LEASE SUPPLEMENT NO. 1  
(GATC Trust No. 93-1C)**

This Lease Supplement No. 1, dated as of July 29, 1993, between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("*Lessor*"), and General American Transportation Corporation, a New York corporation ("*Lessee*");

Witnesseth:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 93-1C) dated as of July 21, 1993 (the "*Lease*"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Equipment to be leased to the Lessee under the Lease.

Now, Therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.

2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

Wilmington Trust Company,  
not in its individual capacity but solely as Owner Trustee

By: /s/ Donald G. MacKelcan  
Name: Donald G. MacKelcan  
Title:

General American Transportation Corporation

By: /s/ E. Paul Dunn, Jr.  
Name: E. Paul Dunn, Jr.  
Title:

State of Delaware            )  
                                      ) SS  
County of New Castle        )

On this 21st day of July, 1993, before me personally appeared Donald G. MacKelcan, to me personally known, who being by me duly sworn, say that he is Financial Services Officer of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle  
Notary Public

[Notarial Seal]

My commission expires: August 10, 1993

State of Illinois            )  
                                      ) SS  
County of Cook            )

On this 21st day of July, 1993, before me personally appeared E. Paul Dunn, to me personally known, who being by me duly sworn, say that he is Treasurer of General American Transportation Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa M. Ibarra  
Notary Public

[Notarial Seal]

My commission expires: June 4, 1994

Functional Group	Description	DOI Class	# of Cars	Car Markings
H	20,000 Gallon OSC/I	111-A-100-W-1	23	GATX 037995-037999, 038168-038182, 027249, 027254, 027259
I	23,000 Gallon OSC/I	111-A-100-W-1	252	GATX 037653-037698, 037700-037769, 037811-037812, 037815-037850, GATX 037870-037882, 037894, 037899-037944, 067800-067823, 067825-067834, GATX 067860-067861, 067863-067864 GATX 054243-054245, 054258-054262 GATX 053885-053899 GATX 029545-029550, 029624-029650, 029907-029916, 029969-030000 GATX 054210-054242, 054268-054273 GATX 005584-005591 GATX 009439-009474 GATX 095111-095170 GATX 066231-066253 GATX 061863-061935, 061940-069142, 061944, 061950-061953, 061955, 061958 GATX 068754-068758
J	26,000 Gallon NC/NI	111-A-100-W-1	8	
K	26,000 Gallon ISC/NI	111-A-100-W-1	15	
L	29,000 Gallon NC/NI	111-A-100-W-1	75	
M	25,000 Gallon OSC/I	111-A-100-W-1	39	
N	10,000 Gallon NC/I	111-A-60-W-1	8	
O	33,500 Gallon NC/NI	112-J-340-W	36	
P	25,000 Gallon NC/I	105-J-300-W	60	
Q	33,500 Gallon NC/I	105-J-300-W	23	
R	33,500 Gallon NC/I	105-J-400-W	83	
S	17,300 Gallon NI/INS	105-A-500-W	5	

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SCHEDULE 1